PRINCIPAL AND AGENT—LIABILITIES—CONTRACT UNDER SEAL.—VAN DYKE v. VAN DYKE, 17 S. E. 582 (GA.).—*Held*, that the rule that an undisclosed principal shall stand liable for the contract of his agent does not apply when the contract is a promissory note under seal.

It is a settled rule of law that no one but a party to a sealed instrument can be sued thereon. *Briggs v. Partridge*, 64 N. Y. 347. But there is conflict as to whether the sealed instrument can be disregarded and suit be brought against the undisclosed principal on an implied contract, in cases where the seal is not necessary as above. It was held, in *Boerscherling v. Kotz*, 37 N, J. Eq, 150, that it could not ; but the best considered cases hold otherwise; *Moore v. Granby Min. Co.*, 80 Mo. 86; *Hitchcox v. Moore*, 4 Wend. 285 ; and there seems to be no reason why the mere fact that an instrument is under seal, though it is not necessary as in the above case, should change the liability of the principal. *Kirshbor v. Bauzel*, 67 Wis. 178.

RAILROAD—CROSSING ACCIDENTS—CONTRIBUTORY NEGLIGENCE.—YEATON v. BOSTON & M. R, R. 61 ATL. 522 (N. H.).—*Held*, that, where plaintiff is killed by attempting to cross in front of a train, his contributory negligence is immaterial if the company's servants, by the exercise of care, could have avoided the accident.

As a rule negligence which contributed to the injury will prevent a recovery. *Chicago etc. R. Co. v. Dewey*, 25 Ill 255; *Young v. Old Colony R. Co.*, 156 Mass. 178, If defendant's acts are gross or willful contributory negligence is immaterial. *Kans. Pac. R. Co. v. Pointer*, 14 Kan. 37. The present case is an illustration of the stricter rule that is applied to railroad crossings. In case of negligence in failure to use signals, etc., the plaintiff's contributory negligence will prevent a recovery. *Ga. Pac. R. Co., v. Lee*, 92 Ala. 262; *State v. Me. Cen. R. Co.*, 77 Me. 538. While a similar amount of negligence in not using due care on seeing a person approaching a crossing will render plantiff's contributory negligence immaterial. *Kean v. Balt. & O. R. Co.*, 61 Md. 154; *Maryland Cent. R. Co. v. Newheur*, 62 Md. 391.

TORTS—CHARITABLE ORGANIZATIONS.—ILL. CENT. R. R. Co. v. BUCHANAN, 88 S. W. 312 (KY.).—*Held*, that where a railroad hospital association was incorporated and supported by monthly assessments deducted by the railroad from the employés' salaries the railroad was not liable for the negligence of physicians of the hospital in treating a railroad employé. Hobson, C. J., Munn, J., *dissenting*.

The rule is that those who furnish hospital accommodations and medical attendance, not to make profit thereby, but out of charity are not liable for the malpractice of the physicians or the negligence of the attendants they employ, but are responsible only for their own want of ordinary care in selecting them. *Glavin v. R. I. Hospital*, 12 R. I. 411; *Secord v. St. Paul M. & M. R. R. Co.*, 18 Fed. 221. The company has performed its whole duty when it has selected a proper and competent man. *Van Tassell v. Manhattan Eye & Ear Hospital*, 15 N. Y. Supp. 620; *McDonald v. Mass. Gen. Hosp.*, 120 Mass. 432. But if the company conducts the hospital to derive profit thereby, it would be liable for the want of skill of its physicians. 1 *Shearm & Redf. Neg.* Sec. 331.

TRUSTS—SAVINGS BANK DEPOSITS.—NICHOLAS v. PARKER, 61 ATL. 267 (N. J.).—*Held*, that a savings bank deposit made by intestate in her own name